

Article 7

DISCIPLINARY PROCEDURE AND PERSONNEL FILES

- A. The Employer reserves the right to reprimand in writing, suspend, discharge or take other appropriate disciplinary/corrective action against a unit employee for just cause.
- B. Allegations or other assertions of unacceptable unit employee conduct, by supervisors or members of the public or other unit employees, are not charges, but constitute a basis for investigation by the Employer.
- C. The Employer is solely responsible for conducting investigations into wrongdoing of unit employees, and that such investigation is management's sole prerogative. The parties agree that disciplinary action must be supported by timely and accurate investigation. For purposes of this Article, investigation to determine whether disciplinary action should be taken is timely when commenced within twenty (20) days following the date on which the Employer had reasonable basis to believe that such investigation should be undertaken. Scheduling the investigative interview(s) with a unit employee may take place any time during an investigation.
- D. A unit employee is required to give prompt and accurate answers, to the extent possible, to any and all questions related to the issue under investigation put to him/her by the Employer.
- E. A unit employee shall have the right to a Union representative only as provided in subsections 1 and 2 below. There shall be no other exceptions to this rule. It shall not be the policy of the Employer to take disciplinary action in the course of an investigation unless, in the Employer's judgment, an emergency suspension or removal from the premises is warranted.
 - 1. At any disciplinary conference as provided in this Article, the unit employee shall be entitled to a designated Union representative.
 - 2. In any investigatory interview with a unit employee who is the subject of an investigation, the unit employee shall have the right to a designated Union representative.
- F. The parties recognize that supervisors periodically review work performance with unit employees. Such discussions are not investigations and are the prerogative and responsibility of the Employer. A unit employee shall not have the right to a designated Union representative during such performance review.
- G. Whenever a unit employee is to be disciplined in accordance with the provisions of this Article, a disciplinary conference shall be scheduled, and the unit employee shall be notified in writing of the claimed violation and the possibility that a disciplinary penalty may be imposed.

- H. At any disciplinary conference at which the unit employee is entitled to Union representation, the representative must be notified and requested by the unit employee. The representative shall be a Union staff employee or designee. Scheduling of a disciplinary conference shall not be unnecessarily delayed due to the right of representation.
1. The unit employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Except in accordance with Sections H.3 and I of this Article, a unit employee shall be promptly scheduled for a disciplinary conference. The unit employee shall have the right to make a written response to the results of the disciplinary conference which shall become a part of the unit employee's personnel file.
 2. The unit employee shall be given and shall sign for a copy of the written notice of charges and disciplinary action. The notice shall advise the unit employee of the right of appeal. The unit employee's signature indicates only that the unit employee has received a copy and is aware of the contents of the notice, but shall not indicate the unit employee's agreement with the contents. Notice shall be served personally on the unit employee, or sent to the unit employee by certified mail, return receipt requested. If the unit employee has received and signed for a written letter of reprimand, no notice is required.
 3. In the case of a unit employee dismissed for unauthorized absence, or who is physically unavailable (except for an approved leave of absence), a disciplinary conference need not be held; however, notice of disciplinary action shall be given as provided in paragraph H.2 above.
- I. Nothing in this Article shall prohibit the Employer from imposing an emergency disciplinary suspension and/or removal of a unit employee from the premises for investigation or in cases where, in the judgment of the Employer, such action is warranted. As soon as practicable thereafter, investigation and the disciplinary conference procedures described herein shall be undertaken and completed. The Employer may suspend an employee for investigation. The suspension shall be superseded by disciplinary suspension, dismissal, or reinstatement within fourteen (14) calendar days. If the investigation is not completed at the end of fourteen (14) days, the suspension shall be extended with pay until the investigation and disciplinary conference procedures are completed. Should a subsequent disciplinary suspension result, the days of suspension for investigation may be included as part of the penalty.
- J. A unit employee may be immediately suspended for any conduct whether on or off the job which results in one or more of the following: a) An indictment by a grand jury, or b) Prosecution on any charge punishable by one year or more imprisonment, or c) Prosecution on any charge, regardless of the punishment,

that relates to theft, dishonesty or the performance of the unit employee's official duties.

1. A unit employee shall not be suspended upon issuance of a bench warrant for failure to obey an order of a court.
 2. A unit employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service without the necessity of further charges being brought.
 3. The record from any trial or hearing may be introduced by the Employer in any grievance proceeding, including arbitration.
 4. A unit employee whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing, and made whole if previously suspended in connection therewith, unless disciplinary charges, if not previously brought, are filed within three (3) days of receipt of official notice by the Appointing Authority of the results of the case, and appropriate action in accordance with this Agreement is taken against such unit employee.
 5. Nothing provided herein shall prevent the Employer from disciplining a unit employee for just cause at any time irrespective of criminal or civil actions taken against a unit employee or irrespective of their outcome.
 6. Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this subsection, where the employee contends that the charge does not arise out of the job or is not related to the job.
- K. Dismissal shall be effective on the date of the notice. A unit employee who is dismissed shall not accrue any further leave or benefits subsequent to the date of the notice.
- L. Where a decision is made to permit a unit employee to resign in lieu of dismissal, the parties agree that the resignation and all matters related thereto shall not be subject to the grievance procedure.
- M. There shall be only one official personnel file maintained on each unit employee. Under no circumstances will a unit employee's medical file be contained in the official personnel file; however, records of personnel actions based upon medical information may be kept in the personnel file.
- N. A unit employee shall be entitled to attach a written response to any written record of discipline or any written counseling record which is to be placed in the permanent personnel file, provided such attachment is provided to the Appointing Authority within ten (10) days of the date of the written disciplinary/counseling record.

- O. Upon a unit employee's written request, records of disciplinary actions issued subsequent to the execution of this Agreement shall be removed from the official personnel file twenty-four (24) months following the date on which the action was taken, provided that no new disciplinary action has occurred during such twenty-four (24) month period. Upon a unit employee's written request, written reprimands and formal counseling memoranda/records shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimands and/or counseling memoranda/records have been issued during such twelve (12) month period.

Records removed under this Section shall be sealed and shall only be opened in the event that such records are needed to provide a defense for the Employer's actions in Civil Rights litigation. Upon written request, a unit employee, on non-work time, or his/her designated Union representative, shall be permitted to be present when such record is sealed, provided such request is included in the employee's original written request for the removal of documents under this Section. The unit employee, or designated Union representative, shall have ten (10) working days from the date of the written request to be present for the sealing of the record. In such event the unit employee or designated Union representative does not appear within ten (10) working days, then the Employer shall seal the record, noting the unit employee, or designated Union representative, did not appear for the sealing of the record. The employee shall be notified within five (5) days after a sealed record is opened. These sealed records shall not be used for the purpose of initiating discipline against an employee.

For purposes of computing time for expunging records under this Section only, time spent on an unpaid leave of absence shall not be counted.

- P. Paragraph O above shall not apply to records pertaining to disciplinary action arising out of unit employee violations of prohibited practices as defined in the Civil Service Rules and Regulations.